

1 QUINN EMANUEL URQUHART & SULLIVAN, LLP

Kenneth Chiate (Cal. Bar No. 39554)

2 kenchiate@quinnemanuel.com

K. John Shaffer (Cal. Bar No. 153729)

3 johnshaffer@quinnemanuel.com

Eric Winston (Cal. Bar No. 202407)

4 ericwinston@quinnemanuel.com

Razmig Izakelian (Cal. Bar No. 292137)

5 razmigizakelian@quinnemanuel.com

865 South Figueroa Street, 10th Floor

6 Los Angeles, California 90017-2543

Telephone: (213) 443-3000

7 Facsimile: (213) 443-3100

8 Attorneys for Frantz Law Group, APLC

9  
10 **UNITED STATES BANKRUPTCY COURT**

11 **CENTRAL DISTRICT OF CALIFORNIA**

12 **LOS ANGELES DIVISION**

13 In re

Chapter 7

14 GIRARDI KEESE, dba, THOMAS VINCENT

Case No. 2:20-bk-21022-BR

15 GIRARDI

16 Debtor.

**LIMITED RESPONSE AND NON-  
OPPOSITION TO MOTION OF  
PETITIONING CREDITORS FOR  
APPOINTMENT OF INTERIM TRUSTEE  
PURSUANT TO 11 U.S.C. § 303(g)**

Hearing Date: January 5, 2021

Time: 2:00 p.m.

18 Location: Courtroom 1575  
255 E. Temple Street  
19 Los Angeles, CA. 90012

1 Frantz Law Group, APLC (“Frantz”) is both a creditor of Girardi Keese (“GK”) and co-  
2 counsel with GK in representing over 8,000 victims asserting claims arising out of the 2015 blowout  
3 and subsequent months-long gas leak in Porter Ranch, California (the “Southern California Gas Leak  
4 Litigation”). Frantz files this limited response to the *Motion of Petitioning Creditors for Appointment  
5 of Interim Trustee Pursuant to 11 U.S.C. § 303(g)* (the “Interim Trustee Motion”), filed on December  
6 24, 2020, by Robert M. Keese, Jill O’Callahan (as successor in interest to James O’Callahan), Erika  
7 Saldana, Virginia Antonio, and Kimberly Archie (collectively, the “Petitioning Creditors”) [ECF No.  
8 12].

9 **RESPONSE**

10 Frantz does not oppose the appointment of an interim trustee pursuant to 11 U.S.C. § 303(g).  
11 Indeed, an interim trustee likely is necessary to provide stability given what appears to be an  
12 abandonment by GK of its obligations as counsel in the Southern California Gas Leak Litigation.  
13 However, Frantz is concerned with certain statements made in the Interim Trustee Motion and in the  
14 declarations from (i) Paul Cody (the “Cody Declaration”) of litigation funder California Attorney  
15 Lending II (“CAL II”), and (ii) attorney Boris Treyzon (the “Treyzon Declaration”) of Abir Cohen  
16 Treyzon Salo, LLP (“Treyzon Firm”). It is surprising that a purportedly secured litigation funder and  
17 a law firm that should have no involvement in the Southern California Gas Leak Litigation have  
18 submitted declarations in support of the Interim Trustee Motion and specifically mention the Southern  
19 California Gas Leak Litigation.

20 According to the Cody Declaration, CAL II is a litigation funder that purportedly lent money  
21 to GK and claims a security interest in substantially all of GK’s assets. Among the assets listed in the  
22 Cody Declaration are GK’s interests in the Southern California Gas Leak Litigation. Indeed, the Cody  
23 Declaration identifies the litigation as one in which GK represents over 8,000 clients and is “owed  
24 significant sums.” Cody Declaration ¶ 32. What the Cody Declaration and the Interim Trustee  
25 Motion do not mention is that GK is co-counsel with Frantz in the Southern California Gas Leak  
26 Litigation, and that GK has failed to comply with its obligations in that litigation. Moreover, GK  
27 never disclosed to Frantz (and never obtained the consent of Frantz or any of the 8,000 clients) that  
28 GK intended to pledge its interests in the litigation to any funder.

1 The Cody Declaration also discloses that prior to the Petition Date, CAL II, GK and Treyzon  
2 Firm entered into an agreement for the transfer of responsibility for certain cases from GK to the  
3 Treyzon Firm. Cody Declaration ¶ 38. The Treyzon Declaration indicates the agreement was entered  
4 into in October 2020. Treyzon Declaration ¶ 4. The Treyzon Declaration further indicates that the  
5 Treyzon Firm has already hired several associates and staff from GK, and it is clear that the Treyzon  
6 Firm is angling to take over GK's cases. See Treyzon Declaration ¶ 9. The Treyzon Declaration  
7 further states – without any support – that if other attorneys are substituted in (instead of the Treyzon  
8 Firm), GK's bankruptcy estate somehow purportedly will be damaged. See *id.*

9 The Treyzon Declaration also fails to mention that in the Southern California Gas Leak  
10 Litigation, GK already had co-counsel for the 8,000 clients – Frantz – and that for years Frantz had  
11 been doing the work needed to protect the interests of the clients. The Treyzon Declaration also fails  
12 to disclose that the Treyzon Firm has already (improperly) filed notices of association in the Southern  
13 California Gas Leak Litigation. Frantz is aware of at least 12 notices of association filed in December  
14 2020. Neither GK nor the Treyzon Firm mentioned, much less sought the consent of, Frantz or (to the  
15 best of Frantz's knowledge) the respective clients before these notices of association were filed. GK  
16 cannot simply associate in whatever counsel it desires in the Southern California Gas Leak Litigation;  
17 its co-counsel has been Frantz, and Frantz did not (and does not) consent to such associations. Frantz  
18 believes that these improper notices have created confusion for clients in the Southern California Gas  
19 Leak Litigation.

20 Frantz and undersigned counsel have already contacted Treyzon regarding the improper  
21 notices of association and sought confirmation from Mr. Treyzon that the Treyzon Firm would  
22 withdraw the associations. As of the date of this response, the Treyzon Firm has not responded.

23 On December 31, 2020, Frantz filed its *Motion for Relief from the Automatic Stay Under 11*  
24 *U.S.C. § 362* (the "Stay Relief Motion"), requesting confirmation that the automatic stay under 11  
25 *U.S.C. § 362(a)* does not apply, or if the automatic stay is applicable, that relief from the automatic  
26 stay be granted pursuant to 11 *U.S.C. § 362(d)*, for two matters. One, that Frantz, consistent with its  
27 ethical obligations under California law, may advise its existing clients in the Southern California Gas  
28 Leak Litigation of recent events concerning GK, including the Northern District of Illinois contempt

1 order and the commencement of this involuntary case, that the clients have the option to terminate  
2 their relationships with GK, and that they also have the option to choose to proceed only with Frantz  
3 or with other counsel associated with Frantz in the matter. Two, that Frantz, also consistent with  
4 California law, may confer with any Southern California Gas Litigation clients who wish to terminate  
5 their engagements with GK.

6 This Court has set a hearing on the Stay Relief Motion for January 26, 2021. To the extent that  
7 this Court grants the Interim Trustee Motion, Frantz looks forward to discussing the Stay Relief  
8 Motion with the interim trustee. But, regardless of whether an interim trustee is appointed, at least for  
9 the Southern California Gas Leak Litigation, this Court should have a complete record.

10  
11 DATED: January 4, 2021

Respectfully submitted,

12 QUINN EMANUEL URQUHART & SULLIVAN, LLP

13 By: /s/ Eric Winston

Kenneth Chiate

John Shaffer

Eric Winston

Razmig Izakelian

14 Attorneys for Frantz Law Group, APLC  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
865 S. Figueroa Street, 10<sup>th</sup> Floor, Los Angeles, CA 90017

A true and correct copy of the foregoing document entitled: Limited Response and Non-Opposition to Motion of Petitioning Creditors for Appointment of Interim Trustee Pursuant to 11 U.S.C. § 303(g)

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On January 4, 2021, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On January 4, 2021, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Thomas Girardi, 1126 Wilshire Boulevard Los Angeles, CA 90017

Girardi Keese, 1126 Wilshire Boulevard Los Angeles, CA 90017

Leonard Pena, Esq., PENA & SOMA, APC, 402 S. Marengo Avenue, Suite B, Pasadena, CA 91101

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

1/4/2021

Date

Razmig Izakelian

Printed Name

/s/ Razmig Izakelian

Signature

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

Jennifer Witherell Crastz on behalf of Creditor Wells Fargo Vendor Financial Services, Inc.  
jcrastz@hrhlaw.com

Richard W Esterkin on behalf of Interested Party Courtesy NEF  
richard.esterkin@morganlewis.com

Eric D Goldberg on behalf of Creditor Stillwell Madison, LLC  
eric.goldberg@dlapiper.com, eric-goldberg-1103@ecf.pacerpro.com

Andrew Goodman on behalf of Petitioning Creditor Erika Saldana  
agoodman@andyglaw.com

Andrew Goodman on behalf of Petitioning Creditor Jill O'Callahan  
agoodman@andyglaw.com

Andrew Goodman on behalf of Petitioning Creditor John Abassian  
agoodman@andyglaw.com

Andrew Goodman on behalf of Petitioning Creditor Kimberly Archie  
agoodman@andyglaw.com

Andrew Goodman on behalf of Petitioning Creditor Robert M. Keese  
agoodman@andyglaw.com

Andrew Goodman on behalf of Petitioning Creditor Virginia Antonio  
agoodman@andyglaw.com

Steven T Gubner on behalf of Interested Party Courtesy NEF  
sgubner@bg.law, ecf@bg.law

Marshall J Hogan on behalf of Creditor California Attorney Lending II, Inc.  
mhogan@swlaw.com, knestuk@swlaw.com

Lewis R Landau on behalf of Interested Party Courtesy NEF  
Lew@Landaunet.com

Edith R Matthai on behalf of Interested Party Courtesy NEF  
ematthai@romalaw.com

Scott H Olson on behalf of Creditor KCC Class Action Services, LLC  
solson@vedderprice.com, scott-olson-  
2161@ecf.pacerpro.com, ecfsfdocket@vedderprice.com, nortega@vedderprice.com

Ronald N Richards on behalf of Interested Party Courtesy NEF  
ron@ronaldrichards.com, morani@ronaldrichards.com, justin@ronaldrichards.com

United States Trustee (LA)  
ustpreion16.la.ecf@usdoj.gov

Eric D Winston on behalf of Creditor Frantz Law Group, APLC  
ericwinston@quinnemanuel.com

Timothy J Yoo on behalf of Interested Party Courtesy NEF  
tjy@lnbyb.com